

LIMITED LIABILITY COMPANY AGREEMENT
OF
AQUA ACQUISITION SUB LLC

This Limited Liability Company Agreement (this “Agreement”), dated and effective as of May 20, 2025, of Aqua Acquisition Sub LLC, a Delaware limited liability company (the “Company”), is adopted and entered into by Aqua Holding Sub LLC, a Delaware limited liability company, as the sole member of the Company (the “Sole Member”), pursuant to and in accordance with the Delaware Limited Liability Company Act (6 *Del. C.* §§ 18-101, *et seq.*), as amended from time to time (the “Act”), and the terms of this Agreement.

WHEREAS, the Sole Member is a direct wholly owned subsidiary of QUALCOMM Incorporated, a Delaware corporation;

WHEREAS, the Company was formed as a limited liability company on May 20 2025, by the filing of a certificate of formation (the “Certificate of Formation”) with the Office of the Secretary of State of the State of Delaware, pursuant to and in accordance with the Act; and

WHEREAS, the Sole Member agrees that the membership in and management of the Company shall be governed by the terms set forth herein.

NOW, THEREFORE, the Sole Member hereby agrees as follows:

1. Name. The name of the Company is “Aqua Acquisition Sub LLC” or such other name as the Sole Manager (as defined below) may from time to time hereafter designate.

2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful business, purpose or activity for which limited liability companies may be formed under the Act.

3. Powers. In furtherance of its purposes, but subject to all of the provisions of this Agreement, the Company shall possess and may exercise all the powers and privileges granted by the Act, any other law or this Agreement, together with any powers incidental thereto, including such powers and privileges as are necessary or convenient to the conduct, promotion or attainment of the business, purposes or activities of the Company.

4. Principal Business Office. The principal business office of the Company shall be located at such location as may hereafter be determined by the Sole Manager.

5. Registered Office; Registered Agent. The registered office of the Company in the State of Delaware and the registered agent of the Company for service of process on the Company at such office shall be that location and agent reflected in the Certificate of Formation. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Sole Manager shall promptly designate a replacement registered agent or file a notice of change of address, as the case may be, in the manner provided by law. The Sole Manager may change such registered office or registered agent at any time.

6. Member. The name and the mailing address of the Sole Member are as follows:

<u>Name</u>	<u>Address</u>
Aqua Holding Sub LLC	5775 Morehouse Drive San Diego, CA 92121

7. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Covered Person (as defined below) shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Covered Person or participating in the management of the Company.

8. Initial Capital Contributions. The Sole Member is admitted as the sole member of the Company upon its execution and delivery of this Agreement and, subject to Section 15 and Section 16, owns 100% of the limited liability company interests in the Company. The Sole Member hereby agrees to contribute to the Company such cash, property or services as determined by the Sole Member.

9. Additional Contributions. The Sole Member is not required to make any additional capital contribution to the Company. However, the Sole Member may at any time, in its sole discretion, make additional capital contributions to the Company.

10. Allocation of Profits and Losses. The Company's profits and losses shall be allocated solely to the Sole Member.

11. Distributions. Distributions shall be made to the Sole Member at the times and in the aggregate amounts determined by the Sole Manager. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to the Sole Member on account of its interest in the Company if such distribution would violate the Act or other applicable law.

12. Management. Except as otherwise expressly provided for in this Agreement, the management of the Company shall be vested in a manager (the "Sole Manager") in accordance with Section 18-402 of the Act. The Sole Manager shall have the sole and exclusive responsibility, authority, rights and powers to manage the operations and affairs of the Company, to make all decisions regarding the business of the Company, and to do any and all other acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement, including to delegate in whole or in part any of the foregoing responsibility, authority, rights and powers to one or more managers, officers, employees or agents of the Company as the Sole Manager shall from time to time determine. Any action taken by the Sole Manager shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Sole Manager as set forth in this Agreement. All decisions requiring action of the Sole Manager relating to the business or affairs of the Company shall be decided by the affirmative vote of the Sole Manager. Any action of the Sole Manager may be taken without a meeting by written consent signed by the Sole Manager. The Sole Manager shall be appointed from time to time by the Sole Member and shall serve until removed by the

Sole Member or until the Sole Manager's earlier resignation or death. The Sole Manager may resign at any time by delivering a written resignation to the Company. Any such resignation shall be effective upon its receipt or upon such later time (which may be upon the happening of an event) as stated therein. The acceptance of any such resignation by the Company shall not be necessary to make it effective. The Sole Member hereby appoints Neil Martin as the Sole Manager for all purposes of the Act.

13. Officers. The Sole Manager may, from time to time, designate one or more natural persons as officers of the Company (the "Officers") and assign titles to any such person to act in the name of the Company, each with such authority as may be delegated to such Officer from time to time by the Sole Manager. Each Officer shall act pursuant to such delegated authority until such Officer is removed by the Sole Manager or such Officer's earlier death or resignation; *provided* that any delegation of authority pursuant to this Section 13 may be revoked, in whole or in part, at any time by the Sole Manager. Any Officer may be removed with or without cause at any time by the Sole Manager. Any action taken by an Officer designated by the Sole Manager pursuant to authority duly delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer set forth in this Agreement and any instrument designating such Officer and the authority delegated to him or her.

14. Indemnification.

(a) Covered Persons. The Company shall indemnify the Sole Member, any additional members of the Company, the Sole Manager and each Officer (collectively, the "Covered Persons") who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Company) by reason of the fact that the person is or was a member, manager or officer of the Company, or is or was serving at the request of the Company as a member, manager, officer, employee or agent of another limited liability company, corporation partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful; *provided, however*, that the Company may modify the extent of such indemnification by individual contracts with any Covered Person; and, *provided, further*, that the Company shall not be required to indemnify any Covered Person in connection with any proceeding (or part thereof) initiated by such person or any proceeding by such person against the Company, any Covered Person or other agent of the Company unless (i) such indemnification is expressly required to be made by law, (ii) the proceeding was authorized by the Sole Manager or (iii) such indemnification is provided by the Company, in its sole discretion, pursuant to the powers vested in the Company under the Act and this Agreement. The Company shall have the power to indemnify other agents of the Company in the same manner as set forth in this Section 14 with respect to Covered Persons. The Sole Manager shall have the power to determine whether indemnification shall be given to such other agents.

(b) Good Faith.

(i) For purposes of any determination under this Section 14, a Covered Person shall be deemed to have acted in good faith and in a manner such Covered Person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, to have had no reasonable cause to believe that his, her or its conduct was unlawful, if his, her or its action is based on information, opinions, reports and statements, including financial statements and other financial data, in each case prepared or presented by: (A) one or more Officers (other than the Officer seeking the benefit of this Section 14(b)(i)) as to the matters the Covered Person believed to be reliable and competent in the matters presented; and (B) counsel, independent accountants or other persons as to matters which the Covered Person believed to be within such person's professional competence.

(ii) The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he, she or it reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal proceeding, that he, she or it had reasonable cause to believe that his, her or its conduct was unlawful.

(c) Expenses. The Company shall advance, prior to the final disposition of any proceeding, promptly following request therefor, all expenses incurred by any Covered Person in connection with such proceeding upon receipt of an undertaking by or on behalf of such person to repay said amounts if it should be determined ultimately that such person is not entitled to be indemnified under this Section 14 or otherwise. Notwithstanding the foregoing, unless otherwise determined pursuant to Section 14(d), no advance shall be made by the Company if a determination is reasonably and promptly made (i) by the Sole Manager or (ii) if the Sole Manager is party to such proceeding, by independent legal counsel in a written opinion, that the facts known to the decision-making party at the time such determination is made demonstrate clearly and convincingly that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the Company.

(d) Enforcement. Without the necessity of entering into an express contract, all rights to indemnification and advances to Covered Persons under this Section 14 shall be deemed to be contractual rights and be effective to the same extent and as if provided for in a contract between the Company and any Covered Person. Any right to indemnification or advances granted by this Section 14 shall be enforceable by or on behalf of the person holding such right in any court of competent jurisdiction if (i) the claim for indemnification or advances is denied, in whole or in part, or (ii) no disposition of such claim is made within 90 days of request therefor. The claimant in such enforcement action, if successful in whole or in part, shall be entitled to be paid also the expense of prosecuting his, her or its claim. The Company shall be entitled to raise as a defense to any such action that the claimant has not met the standards of conduct that make it permissible under the Act and this Agreement for the Company to indemnify the claimant for the amount claimed. Neither the failure of the Company (including the Sole Manager, independent legal counsel, the Sole Member or any additional members of the Company) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he, she or it has met the applicable standard of conduct set

forth in this Agreement, nor an actual determination by the Company (including the Sole Manager, independent legal counsel, the Sole Member or any additional members of the Company) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant has not met the applicable standard of conduct.

(e) Non-Exclusivity of Rights. The rights conferred on any person by this Section 14 shall not be exclusive of any other right which such person may have or hereafter acquire under any statute, provision of this Agreement, vote of the Sole Member (or any additional members of the Company) or otherwise, both as to action in his, her or its official capacity and as to action in another capacity while holding office. The Company is specifically authorized to enter into individual contracts with any or all of its Covered Persons or other agents respecting indemnification and advances, to the fullest extent not prohibited by the Act or this Agreement.

(f) Survival of Rights. The rights conferred on any person by this Section 14 shall continue as to a person who has ceased to be a Cover Person or other agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(g) Amendments. Any modification of this Section 14 shall only be prospective and shall not affect the rights under this Section 14 in effect at the time of the alleged occurrence of any action or omission to act that is the cause of any proceeding against any agent of the Company.

(h) Saving Clause. If this Section 14 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify each Covered Person to the full extent not prohibited by any applicable portion of Section 14 that shall not have been invalidated, or by any other applicable law.

(i) Certain Definitions. For the purposes of Section 14, the following definitions shall apply:

(i) The term “proceeding” shall be broadly construed and shall include, without limitation, the investigation, preparation, prosecution, defense, settlement, arbitration and appeal of, and the giving of testimony in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative.

(ii) The term “expenses” shall be broadly construed and shall include, without limitation, court costs, attorneys’ fees, witness fees, fines, amounts paid in settlement or judgment and any other costs and expenses of any nature or kind incurred in connection with any proceeding.

(iii) The term the “Company” shall include, in addition to the Company, any constituent limited liability company (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its members, managers, directors, officers, employees or agents, so that any person who is or was a member, manager, director, officer, employee or agent of such constituent limited liability company, or is or was serving at the request of such constituent company as a member, manager, director, officer, manager, employee or agent of another limited liability company, corporation partnership, joint venture, trust or other enterprise, shall stand in

the same position under the provisions of Section 14 with respect to the resulting or surviving limited liability company as he, she or it would have with respect to such constituent limited liability company if its separate existence had continued.

(iv) References to a “member”, “manager”, “director”, “officer”, “employee” or “agent” of the Company shall include, without limitation, situations where a person is serving as a member, manager, director, officer, employee, trustee or agent of (A) a subsidiary of the Company of which the Company holds equity securities constituting a majority of the voting power with respect to such subsidiary or (B) at the request of the Company, another limited liability company, corporation, partnership, joint venture, trust or other enterprise.

(v) References to “other enterprises” shall include employee benefit plans; references to “finances” shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to “serving at the request of the Company” shall include any service as a member, manager, director, officer, employee or agent of the Company which imposes duties on, or involves services by, such member, manager, director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he, she or it reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Company” as referred to in this Section 14.

15. Assignments. The Sole Member may at any time assign in whole or in part its limited liability company interest in the Company. If the Sole Member assigns all or part of its limited liability company interest in the Company pursuant to this Section 15, then (a) the assignee shall be admitted to the Company as a member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement and (b) such admission shall be deemed effective immediately prior to the assignment, and, if the Sole Member assigns all of its limited liability company interest in the Company, then immediately following such admission, the Sole Member shall cease to be a member of the Company; *provided, however*, in the case of either of the foregoing clauses (a) and (b), that in the event of a transfer of all of a member’s limited liability company interests in the Company and such member is, at the time of such transfer, the sole member of the Company, the transferee of such membership interests shall be deemed admitted as a member of the Company upon such transfer and the Company shall continue without dissolution.

16. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company from time to time with the written consent of the Sole Member. The admission of any such additional member shall be effective upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement; *provided, however*, that in the event of a transfer of all of a member’s limited liability company interests in the Company and such member is, at the time of such transfer, the sole member of the Company, the transferee of such membership interests shall be deemed admitted as a member of the Company upon such transfer and the Company shall continue without dissolution.

17. Dissolution.

(a) The Company shall be dissolved and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Sole Member, or (ii) the occurrence of any other event or circumstance giving rise to the dissolution of the Company under Section 18-801 of the Act, unless the Company's existence is continued pursuant to the Act.

(b) The bankruptcy (as defined in Sections 18-101(1) and 18-304 of the Act) of the Sole Member shall not cause the Sole Member to cease to be a member of the Company and, upon the occurrence of such an event, the business of the Company shall continue without dissolution.

(c) Upon dissolution of the Company, the Sole Manager (or a liquidator appointed by the Sole Manager), shall proceed to wind up the business and affairs of the Company in accordance with the Act. A reasonable amount of time shall be allowed for the period of winding up in light of prevailing market conditions and so as to avoid undue loss in connection with any sale of Company assets. During the period of winding up the Company's affairs, this Agreement shall remain in full force and effect and continue to govern the rights and obligations of the Sole Member, the Sole Manager and each Officer and the conduct of the Company.

(d) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act. Upon the completion of the distribution of the assets of the Company as provided in this Section 17, the Company shall be terminated and the Sole Manager (or liquidator appointed by the Sole Manager) shall cause the cancellation of the Certificate of Formation and all qualifications of the Company as a foreign limited liability company, if any, and shall take such other actions as may be necessary to terminate the Company.

18. Books and Records. The Company's books of account shall be kept using the method of accounting determined by the Sole Manager.

19. Severability. Each provision of this Agreement shall be considered separable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

20. Entire Agreement. This Agreement constitutes the entire agreement of the Sole Member with respect to the subject matter hereof.

21. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

22. Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Sole Member.

23. Rules of Construction. Definitions in this Agreement apply equally to both the singular and plural forms of the defined terms. Pronouns apply equally to the masculine, feminine and neuter gender forms of such terms. The Section titles appear as a matter of convenience only and shall not affect the interpretation of this Agreement. All Section references not attributed to a particular document shall be references to such parts of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby,
has duly executed this Agreement as of the date first written above.

SOLE MEMBER:

AQUA HODLING SUB LLC

By: 
Name: 
Title: President